

Committee Item No. 27

Board Item No. 31

**COMMITTEE/BOARD OF SUPERVISORS**

## AGENDA PACKET CONTENTS LIST

**Committee:** Government Audit and Oversight      **Date** June 12, 2014

**Board of Supervisors Meeting** **Date** June 24, 2014

## Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

**OTHER** (Use back side if additional space is needed)

[illegible]

**Completed by:** Alisa Miller **Date** June 6, 2014

**Completed by:** Alisa Miller **Date** June 16, 2014

1 [Memorandum of Understanding - Amendment No. 6 to Firefighters, Local 798, Unit 2]

2  
3 Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015  
4 Memorandum of Understanding between the City and County of San Francisco and the  
5 Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of  
6 employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

7  
8 NOTE: Unchanged Code text and uncodified text are in plain Arial font.  
9 Additions to Codes are in single-underline italics Times New Roman font.  
10 Deletions to Codes are in ~~strike through italics Times New Roman font~~.  
11 Board amendment additions are in double-underlined Arial font.  
12 Board amendment deletions are in ~~strike through Arial font~~.  
13 Asterisks (\* \* \* \*) indicate the omission of unchanged Code  
14 subsections or parts of tables.

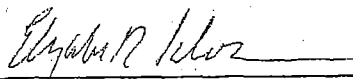
15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. The Board of Supervisors hereby adopts and implements Amendment No.  
17 6 to the 2007-2015 Memorandum of Understanding between the City and County of San  
18 Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and  
19 conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

20 Amendment No. 6 to the Memorandum of Understanding so implemented is on file with  
21 the Clerk of the Board of Supervisors in Board File No. 140552.

22 APPROVED AS TO FORM:  
23 DENNIS J. HERRERA, City Attorney

24 By:

25   
ELIZABETH SALVESON  
Chief Labor Attorney

C:\Users\lucy.chu\Desktop\Final Ordinances 2014\Ordinance - Fire U2.14.doc



**Firefighters, Local 798 Highlights**

<b>Term</b>	Extends current agreements by three years, through June 30, 2018.
<b>Wages</b>	Effective July 1, 2015: 1% Effective July 1, 2016: 2% Effective July 1, 2017: 2%
<b>Lower Start Rates for New Hires</b>	Effective July 1, 2013 for Firefighter (H-2) employees hired on or after July 1, 2013, there shall be two new steps, one at 5% below and one at 10% below the entry step in effect on June 30, 2013; and a new Step 4 of the salary grade shall be a blended step between prior Steps 3 and 4.  Effective upon ratification, for EMT/ Paramedic/Firefighter (H-3) employees, there shall be one new step at 5% below the entry step for H-3 Level I in effect on June 30, 2013, one new step at 5% below the entry step for H-3 Level II in effect on June 30, 2013, and two new steps (one at 5% below and one at 10% below the entry step in effect on June 30, 2013), for H-3 Level III.
<b>Payout for Unused Sick Leave</b>	The Wellness program of paying employees for unused sick leave will sunset on June 30, 2018.
<b>Training and education achievement pay</b>	For employees hired on or after October 1, 2013, the City increased the requisite training and education necessary to earn the Training and Education Achievement Pay.
<b>Assignments to San Francisco International Airport</b>	In recognition of the time and effort spent to provide appropriate training to members assigned to SFO and consistent with Federal Aviation Administration recommendations, once a member has completed said training, those members who are assigned to SFO as a result of voluntarily signing up shall remain assigned to SFO for a minimum of five years, absent extenuating circumstances.





CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF THE CONTROLLER

Ben Rosenfield  
Controller

Monique Zmuda  
Deputy Controller

June 12, 2014

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 140551, 140552, 140603, and 140604: Memoranda of Understanding (MOU)  
between the City and County of San Francisco and San Francisco Firefighters and the Municipal  
Executive Associations for Police and Fire

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of 4 MOUs between the City and County of San Francisco and the collective bargaining units listed above. The amendments apply to MOUs for the period commencing July 1, 2014 through June 30, 2018, affecting 1,744 authorized positions with a salary base of \$217.4 million and an overall pay and benefits base of approximately \$269.8 million.

Our analysis finds that the amendments to the MOUs result in cost savings to the City of approximately \$0.3 million, \$1.3 million, and cost increases to the City of approximately \$0.1 million, \$4.7 million, and \$9.9 million during the contract period from Fiscal Year 2013-14 through Fiscal Year 2017-18, respectively. As a percentage of Fiscal Year 2014-15 base wage and fringe costs these represent cost decreases of 0.1% and 0.5% during the first two years of the contract period, less than 0.0% change in the third year of the contract period, and cost increases of 1.7% and 3.7% during the final two years of the contract period.

Increased costs are driven by general wage increases to all of the 1,744 authorized positions, in addition to other various other provisions affecting terms and conditions of employment, employer paid health benefits and special pay for members of the collective bargaining units. See Attachments A and B for a detailed listing and analysis of the costs for the affected MOUs.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

Ben Rosenfield  
Controller

cc: Martin Gran, ERD  
Harvey Rose, Budget Analyst

# ATTACHMENT A

Amendments to the Memoranda of Understanding of listed units from July 1, 2013 - June 30, 2018  
 Controller's Office Estimate of Total Costs/(Savings) FY 2013-14, FY2014-15, FY 2015-16, FY 2016-17 and FY 2017-18

## Citywide Provisions

	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015 - 16</u>	<u>FY 2016 - 17</u>	<u>FY 2017-18</u>
<b>Wages</b>					
1.00% Effective July 1, 2015	\$ -	\$ -	\$ 2,360,000	\$ 2,360,000	\$ 2,360,000
2.00% Effective July 1, 2016	\$ -	\$ -	\$ -	\$ 4,750,000	\$ 4,750,000
2.00% Effective July 1, 2017	\$ -	\$ -	\$ -	\$ -	\$ 4,790,000
	\$ -	\$ -	\$ 2,360,000	\$ 7,110,000	\$ 11,900,000
<b>Wage-Related Fringe Increases</b>					
1.00% Effective July 1, 2015	\$ -	\$ -	\$ 440,000	\$ 440,000	\$ 440,000
2.00% Effective July 1, 2016	\$ -	\$ -	\$ -	\$ 900,000	\$ 900,000
2.00% Effective July 1, 2017	\$ -	\$ -	\$ -	\$ -	\$ 910,000
	\$ -	\$ -	\$ 440,000	\$ 1,340,000	\$ 2,250,000
<b>Wage and Wage-Related Fringe Increases</b>	\$ -	\$ -	\$ 2,800,000	\$ 8,450,000	\$ 14,150,000
<b>Wages - Parity/Step Adjustments</b>	\$ (280,000)	\$ (1,060,000)	\$ (2,400,000)	\$ (3,200,000)	\$ (3,580,000)
<b>Wage - Related Fringe Increases - Parity/Step Adjustments</b>	\$ (40,000)	\$ (180,000)	\$ (380,000)	\$ (530,000)	\$ (590,000)
<b>Premiums</b>	\$ (20,000)	\$ (100,000)	\$ (180,000)	\$ (240,000)	\$ (300,000)
<b>Health</b>	\$ -	\$ 90,000	\$ 260,000	\$ 240,000	\$ 210,000
<b>Annual Amount Increase (Decrease)</b>	\$ (340,000)	\$ (1,250,000)	\$ 100,000	\$ 4,720,000	\$ 9,890,000
<b>Percent of FY 2014-15 Salary and Fringe</b>	-0.1%	-0.5%	0.0%	1.7%	3.7%

(detail by union on next page)

# **Union Detail**

<u>File Number</u>	<u>Union</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015 - 16</u>	<u>FY 2016 - 17</u>	<u>FY 2017 - 18</u>
140603	Municipal Executives' Association Fire	\$ -	\$ -	\$ 20,000	\$ 70,000	\$ 120,000
	Percent of FY 2014-15 Salary and Fringe			0.8%	2.9%	4.9%
	Wages	\$ -	\$ -	\$ 20,000	\$ 60,000	\$ 100,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
140604	Municipal Executives' Association Police	\$ -	\$ -	\$ 20,000	\$ 60,000	\$ 100,000
	Percent of FY 2014-15 Salary and Fringe			1.0%	2.9%	4.9%
	Wages	\$ -	\$ -	\$ 20,000	\$ 50,000	\$ 80,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
140551/140552	Fire Fighters Association	\$ (340,000)	\$ (1,250,000)	\$ 60,000	\$ 4,590,000	\$ 9,670,000
	Percent of FY 2014-15 Salary and Fringe	-0.1%	-0.5%	0.0%	1.7%	3.6%
	Wages	\$ -	\$ -	\$ 2,320,000	\$ 7,000,000	\$ 11,720,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ 440,000	\$ 1,320,000	\$ 2,210,000
	New Step Schedule for H-2 and H-3 job classes	\$ (420,000)	\$ (1,320,000)	\$ (2,780,000)	\$ (3,700,000)	\$ (4,070,000)
	H-3 Reclassifications and entry into H-2 Academies	\$ 100,000	\$ 80,000	\$ -	\$ (30,000)	\$ (100,000)
	Premium Increases/(Decreases)	\$ (20,000)	\$ (100,000)	\$ (180,000)	\$ (240,000)	\$ (300,000)
	Health Contribution Model Changed to 93/93/83	\$ -	\$ 90,000	\$ 260,000	\$ 240,000	\$ 210,000
Annual Amount Increase (Decrease)		\$ (340,000)	\$ (1,250,000)	\$ 100,000	\$ 4,720,000	\$ 9,890,000

5063

## ATTACHMENT B

---

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 4 MOUs between the City and County of San Francisco and various employee collective bargaining units. The attached analysis reviews the MOUs listed by file number below.

### **File Numbers 140551 & 140552 - Firefighters Union Local 798, IAFF, AFL-CIO Units 1 & 2**

The amendment applies to the period commencing July 1, 2013 through June 30, 2018, affecting 1,730 authorized positions with a salary base of approximately \$213.8 million and an overall pay and benefits base of approximately \$265.3 million.

Based on our analysis, the ordinance will result in cost savings of \$0.3 million in FY 2013-14 and \$1.3 million in FY 2014-15, and cost increases of \$0.1 million in FY 2015-16, \$4.6 million in FY 2016-17 and \$9.7 million in FY 2017-18. Cost increases are driven by wage increases of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017, wage-related fringe cost increases, and health insurance premium increases.

These cost increases are offset by premium and lower entry step cost savings. Changes to eligibility rules for Training and Education Achievement Premium pay result in projected savings of \$0.8 million during the contract period. The introduction of two lower entry steps for Firefighter (H2) and EMT/ Paramedic/ Firefighter (H3) job classes result in savings of \$0.3 million in FY 2013-14, \$1.2 million in FY 2014-15, \$2.8 million in FY 2015-16, \$3.7 million in FY 2016-17, and \$4.2 million in FY 2017-18. Savings estimates for new hires assume implementation of hiring plans for two new academies for Firefighters (H2) in FY 2013-14 and one annually thereafter, and incorporate provisions agreed to during negotiations that stipulate how many in each class will be promoted internally from EMT/ Paramedic/ Firefighter (H3) job classes.

### **File Number 140603 - Municipal Executives' Association Fire**

The amendment applies to the period commencing July 1, 2014 through June 30, 2018, affecting 8 authorized positions with a salary base of approximately \$2.0 million and an overall pay and benefits base of approximately \$2.5 million.

Based on our analysis, the ordinance will result in cost increases of less than \$0.1 million in FY 2015-16, \$0.1 million in FY 2016-17 and FY 2017-18. These increases are driven by wage and wage-related fringe increases based upon the wage increase schedule of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017. Adjustments to the flexible benefit plan premium contribution model of 65%, 75%, and 83% for employee only, employee plus one, and employee plus two or more, respectively, result in costs of less than \$5,000 per year.

### **File Number 140604 - Municipal Executives' Association Police**

The amendment applies to the period commencing July 1, 2014 through June 30, 2018, affecting 6 authorized positions with a salary base of approximately \$1.7 million and an overall pay and benefits base of approximately \$2.1 million.



Based on our analysis, the ordinance will result in cost increases of less than \$0.1 million in FY 2015-16, \$0.1 million in FY 2016-17 and FY 2017-18. These increases are driven by wage increases of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017, as well as related wage-related fringe benefit increases. Adjustments to the flexible benefit plan premium contribution model of 65%, 75%, and 83% for employee only, employee plus one, and employee plus two or more, respectively, result in costs of less than \$5,000 per year.



City and County of San Francisco

Edwin M. Lee  
Mayor



Department of Human Resources

Micki Callahan  
Human Resources Director

May 15, 2014

TO: Angela Calvillo, Clerk of the Board  
Board of Supervisors

FROM: Martin Gran, Employee Relations Director  
Department of Human Resources

MC

RE: Memoranda of Understanding

1. San Francisco Building Inspectors Association (July 1, 2014 through June 30, 2017)
2. Committee of Intern and Residents, SEIU (July 1, 2014 through June 30, 2017)
3. Crafts Coalition (July 1, 2014 through June 30, 2017)
4. Deputy Probation Officers' Association (July 1, 2014 through June 30, 2017)
5. Deputy Sheriffs' Association (July 1, 2014 through June 30, 2017)
6. District Attorney Investigators' Association (July 1, 2014 through June 30, 2017)
7. International Brotherhood of Electrical Workers, Local 6 (July 1, 2014 through June 30, 2017)
8. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2014 through June 30, 2017)
9. Institutional Police Officers' Association (July 1, 2014 through June 30, 2017)
10. Laborers', Local 261 (July 1, 2014 through June 30, 2017)
11. Automotive Machinist, Local 1414 (July 1, 2014 through June 30, 2017)
12. Municipal Attorneys' Association (July 1, 2014 through June 30, 2017)
13. Municipal Executives' Association (July 1, 2014 through June 30, 2017)
14. Operating Engineers, Local 3 (July 1, 2014 through June 30, 2017)
15. San Francisco City Workers United (July 1, 2014 through June 30, 2017)
16. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2014 through June 30, 2017)
17. Service Employees International Union, Local 1021 (July 1, 2014 through June 30, 2017)
18. Stationary Engineers, Local 39 (July 1, 2014 through June 30, 2017)
19. Supervising Probation Officers (July 1, 2014 through June 30, 2017)
20. Teamsters, Local 856 (Multi-Unit) (July 1, 2014 through June 30, 2017)
21. Transport Workers Union 200 (July 1, 2014 through June 30, 2017)
22. Transport Workers Union 250-A (7410) (July 1, 2014 through June 30, 2017)
23. Transport Workers Union 250-A (Multi) (July 1, 2014 through June 30, 2017)
24. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2014 through June 30, 2017)
25. Unrepresented (July 1, 2014 through June 30, 2015)
26. Amendment #6 to Firefighters, Local 798, Unit 1 (Amends 2007-2015 MOU)
27. Amendment #6 to Firefighters, Local 798, Unit 2 (Amends 2007-2015 MOU)

Please find enclosed for each Memorandum of Understanding:

- 1 original FINAL MOU w/attached Ordinance
- 2 copies FINAL MOU
- 1 original REDLINE MOU w/attached arbitration decision/award (if awarded)
- 2 copies REDLINE MOU

Angela Calvillo  
May 15, 2014  
Page 2 of 2

There are also twelve (12) CDs containing Microsoft Word and PDF versions of the final version of the MOUs, Redlines, and Ordinances. Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 12, 2014  
1<sup>st</sup> Hearing – June 17, 2014  
2<sup>nd</sup> Hearing – June 24, 2014

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Enclosures

cc: Ben Rosenfield, Controller  
Kate Howard, Mayor's Budget Director  
Jason Elliott, Director of Legislative & Government Affairs  
Jermain Jones, Mayor's Liaison to the Board of Supervisors  
Rick Caldeira, Legislative Deputy Director  
Members, Government, Audit and Oversight Committee  
File

AMENDMENT NO. 6  
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
SAN FRANCISCO FIRE FIGHTERS UNION  
LOCAL 798, IAFF, AFL-CIO  
UNIT 2

---

The parties hereby amend and extend the Memorandum of Understanding as follows:

---

**SECTION 9. SALARY**

9.1 Employees shall receive the following base wage increases:

<del>July 1, 2007 4%</del>	<del>December 29, 2007 2%</del>
<del>July 1, 2008 4%</del>	<del>December 27, 2008 3%</del>
<del>July 1, 2009 2%</del>	<del>December 26, 2009 2%</del>
<del>January 8, 2011 2%</del>	<del>July 1, 2011 3%</del>
<del>January 7, 2012 1%</del>	<u>July 1, 2015 - 1%</u>
<u>July 1, 2016 - 2%</u>	<u>July 1, 2017 - 2%</u>

---

**SECTION 18. ASSIGNMENTS AND TRANSFERS**

Assignment to the San Francisco International Airport ("SFO")

18.3a In recognition of the time and effort spent to provide appropriate training to members assigned to SFO and consistent with Federal Aviation Administration recommendations, once a member has completed said training, those members who are assigned to SFO as a result of voluntarily signing up shall remain assigned to SFO for a minimum of five years, absent extenuating circumstances.

18.3b Notwithstanding the above, any member assigned to SFO may change assignments before completing five years: (a) in the event the member receives a promotive opportunity; or (b) the member was assigned to SFO involuntarily.

---

## SECTION 23.

## WORKING OUT OF CLASSIFICATION

### 23.1 Daily Acting Assignments (Suppression)

Suppression employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank ~~for a minimum of one full watch~~ shall be paid at the rate of that rank while assigned. The provisions of this section shall apply only to positions which are normally scheduled to perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Daily acting assignments shall be made according to an employee's seniority at the applicable lower permanent civil service rank absent an active promotional list.

---

## SECTION 24.

## TRAINING AND EDUCATION ACHIEVEMENT PAY

24.1 Training and Education Achievement Pay is intended to encourage individual development through a comprehensive educational program.

24.2 Members hired before October 1, 2013 who possess one or more of the following shall receive an additional six percent (6%) of their base wage:

- (1) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field;
- (2) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field;
- (3) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

### 24.2a Members hired on or after October 1, 2013 shall be eligible for Training and Education Achievement Pay as follows:

(1) Level I. Members who possess one or more of the following shall receive an additional four percent (4%) of their base wage:

(a) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field, plus two (2) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

(b) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field, plus four (4) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR

- (c) Fire Officer Certification received from California Fire Service Training and Education System (CFSTES), plus six (6) years of service in the Fire Department and completion of the Fire Department's annual training requirements.
- (2) Level 2. Members who possess one or more of the following shall receive an additional six percent (6%) of their base wage:
- (a) Bachelor of Arts or Bachelor of Science degree from an accredited institution in Fire Science or related field, plus five (5) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR
- (b) Associate of Arts or Associate of Science degree from an accredited institution in Fire Science or related field, plus seven (7) years of service in the Fire Department and completion of the Fire Department's annual training requirements; OR
- (c) Ten (10) years of service in the Fire Department and completion of the Fire Department's annual training requirements.

24.2b Notwithstanding the above, members already receiving Training and Education Achievement Pay as of October 1, 2013 shall continue to receive Training and Education Achievement Pay.

---

## **SECTION 30. HEALTH AND DENTAL COVERAGE**

- 30.1 Employee Health Coverage: Except as provided below, the The City shall continue to provide contributions for employee health benefits as may be available through the Health Service System for members at the rate of \$197.00 per month or at the rate set pursuant to Charter Sections A8.423 through A8.428, whichever is greater.
- 30.2 Except as provided below, for For "Medically Single Employees" (employees with no dependents enrolled in the Health Service System), the City shall contribute the total amount for the employees' own health care premium coverage.
- 30.3 Dependent Health Coverage: Except as provided below, the The City shall contribute up to \$225.00 per month towards members' dependent health coverage. However, in the event that the cost of dependent care exceeds \$225.00 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the "employee plus two or more dependents" category.

Health Coverage Effective January 1, 2015

- 30.3a. 1. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

- 30.3b. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

- 30.3c. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

- 30.3d. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

- 30.3e. 2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.



Employee Plus Two or More:

- 31.6d. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.
- 31.6e. 2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.
- 31.6f. 3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.
- 31.6g. 4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.
- 31.6h. 5. Upon implementation of new contribution rates effective on January 1, 2015, paragraphs 31.6a-31.6g shall supersede paragraphs 31.1, 31.2, and 31.6, and those paragraphs will no longer be effective.

---

SECTION 32. WELLNESS PROGRAM

- 32.1 The pilot "wellness incentive program" shall be in effect for the term of this Agreement sunset at 11:59 PM on June 30, 2018.

---

SECTION 50. LABOR-MANAGEMENT COMMITTEE

- 50.1 There shall be a Labor-Management Committee consisting of six (6) members, co-chaired by the President of the Union and the Chief of the Department. The

President of the Union shall appoint two (2) employees represented by the Union to the Labor-Management Committee. The Chief of the Department shall appoint two (2) uniformed members of the San Francisco Fire Department who are not represented by the Union to the Labor-Management Committee. The Committee shall meet monthly to discuss employer-employee issues of mutual concern, and to seek to find economic and operational efficiencies throughout the term of this agreement. The employees appointed by the Union shall receive reasonable time off without loss of compensation or other benefits for the purpose of participating in meetings of the Labor-Management Committee. The Committee shall have the authority to make periodic reports and recommendations to the Union and the Chief of Department, and through the Chief of Department, to the Fire Commission.

---

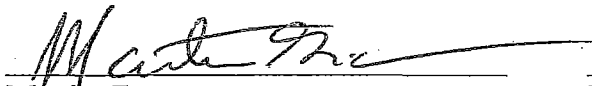
**SECTION 54. TERM**

54.1 This Agreement shall remain in full force and effect from July 1, 2007, to and including June 30, 2015 2018.

---

**FOR THE CITY**

Date: 5/14/14

  
Martin Gran  
Employee Relations Director

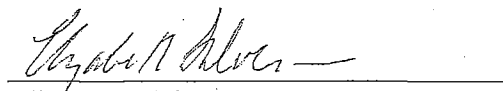
**FOR THE UNION**

Date: \_\_\_\_\_

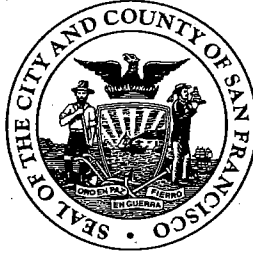
\_\_\_\_\_  
Thomas O'Connor  
President

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney

  
Elizabeth Salveson  
Chief Labor Attorney

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

**MEMORANDUM**

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 29, 2014

SUBJECT: LEGISLATION INTRODUCED: Memorandums of Understanding

---

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 14, 2014:

**File No. 140526**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140527**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union (SEIU), to be effective July 1, 2014, through June 30, 2017.

**File No. 140528**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2014, through June 30, 2017.

**File No. 140529**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140530**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140531**

Ordinance adopting and implementing the mediated agreement establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140532**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014, through June 30, 2017.

**File No. 140533**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2014, through June 30, 2017.

**File No. 140534**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140535**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2014, through June 30, 2017.

**File No. 140536**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2014, through June 30, 2017.

**File No. 140537**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140538**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140539**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2014, through June 30, 2017.

**File No. 140540**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United, to be effective July 1, 2014, through June 30, 2017.

**File No. 140541**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140542**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2014, through June 30, 2017.

**File No. 140543**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Stationary Engineers, Local 39, to be effective July 1, 2014, through June 30, 2017.

**File No. 140544**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2014, through June 30, 2017.

**File No. 140545**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

**File No. 140546**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 200, to be effective July 1, 2014, through June 30, 2017.

**File No. 140547**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2014, through June 30, 2017.

**File No. 140548**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

**File No. 140549**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2014, through June 30, 2017.

**File No. 140550**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of City Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

**File No. 140551**

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

**File No. 140552**

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

These matters are being forwarded to you for cost analysis.

Please forward your analyses to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Drew Murrell, City Controller's Office

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *RE* Mayor Edwin M. Lee *JE*  
RE: Memoranda of Understanding  
DATE: May 15, 2014

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MAY 15 PM 2:54

Attached for introduction to the Board of Supervisors are the Memoranda of Understanding for the following labor unions:

- 1) San Francisco Building Inspectors Association
- 2) Committee of Intern and Residents, SEIU
- 3) Crafts Coalition
- 4) Deputy Probation Officers' Association
- 5) Deputy Sheriffs' Association
- 6) District Attorney Investigators' Association
- 7) International Brotherhood of Electrical Workers, Local 6
- 8) International Brotherhood of Professional and Technical Engineers, Local 21
- 9) Institutional Police Officers' Association
- 10) Laborers', Local 261
- 11) Automotive Machinist, Local 1414
- 12) Municipal Attorneys' Association
- 13) Municipal Executives' Association
- 14) Operating Engineers, Local 3
- 15) San Francisco City Workers United
- 16) San Francisco Sheriffs' Managers and Supervisors Association
- 17) Service Employees International Union, Local 1021
- 18) Stationary Engineers, Local 39
- 19) Supervising Probation Officers
- 20) Teamsters, Local 856
- 21) Transport Workers Union 200
- 22) Transport Workers Union 250-A (7410)
- 23) Transport Workers Union 250-A (Multi)
- 24) United Association of Plumbers and Pipefitters, Local 38
- 25) Unrepresented
- 26) Amendment #6 to Firefighters, Local 798, Unit 1
- 27) Amendment #6 to Firefighters, Local 798, Unit 2

I request that this item be calendared in GAO on June 12<sup>th</sup> and the Full Board on June 17<sup>th</sup>.

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

